notary was called in to draw the instrument. He used a long form deed, which the children executed, the granting clause of which was, "do grant, bargain and sell unto the said party of the second part, her heirs and assigns, certain lands." He then crossed out "forever" and wrote instead, "during her natural life." The habendum followed, "To have and to hold to her heirs and assigns during her natural life time." The widow lived on the land for a number of years and treated her interest as a life estate and made no mention of the same in her will. In an action by an adopted daughter of one of the children it was held that the widow took a life estate and the Rule in Shelley's case did not apply. *Miller et al.* v. *Mowers* (1907), — Ill. —, 81 N. E. Rep. 420.

The court considers that greater latitude may be given and less attention paid to technical words in construing an instrument drawn by one not skilled in such work than would otherwise be the case. See *Campbell* v. *Gilbert,* 57 Ala. 569; *French* v. *Brewer,* Fed. Cas. No. 5069. As this deed was expressed there seems to be no place for the application of the Rule in Shelley's Case. However, Judge CARTER says, "Had the words 'heirs and assigns' been transposed with the words, 'during the term of her natural life' and with proper connecting words, the rule would then apply. But it can not apply as written." Reasoning by analogy from the case where land is granted to a widow during widowhood, the same by construction of law to determine on her death or on her subsequent marriage, although limited to her heirs, which gives merely an estate for life, the court holds that the widow must necessarily take a life interest. This appears to be a correct construction, considering the intention of the parties and the surrounding circumstances. A conveyance "to one and her heirs and assigns forever during her life, to have and to hold the same to the grantee and her heirs and assigns forever," was held to give the grantee and her heirs a life estate. *Moss* v. *Hurd,* 5 Ky. Law Rep. 684. As a general rule, "heirs" are words of limitation, but where words of explanation are used the technical meaning may not be applied. AM. AND ENG. ENCYC. OF LAW, Vol. 15, pp. 320, 323. Other cases of a similar nature are: *Ware* v. *Richardson,* 3 Md. 505; *Williams* v. *Allen,* 17 Ga. 81; *Kenniston* v. *Leighton,* 43 N. H. 309; *Ridgeway* v. *Lamphear,* 99 Ind. 251.

DEEDS—SEAL ESSENTIAL.—B., the owner of a parcel of land, conveyed it to O. In the deed, B. says "witness my hand and seal"; but no seal or scroll, by way of seal, was affixed after B.'s signature. The deed was acknowledged and recorded. O. later on examining this deed noticed it was not under seal and thereupon added a seal to the grantor's signature. The clerk then added the same to the recorded copy. O. subsequently conveyed the land to Y., who went into possession. B. then brought ejectment, claiming the instrument was not a deed from lack of a proper seal. *Held,* that parol evidence was admissible to show that no seal was used by the grantor and no title could pass under Sec. 2413 of the Code of 1887 (Virginia Code, 1904, p. 1175), providing that "no estate of inheritance or freehold or lease for a term of more than five years in land, shall be conveyed unless by deed or will." *Burnette* v. *Young* (1907), — Va. —, 57 S. E. Rep. 641.

It was correct and proper to allow evidence, not to contradict or vary the terms of a written instrument or record, but to show that the instrument was invalid as a deed, in that, it never had any legal existence because of a lack of due execution or unauthorized alteration. GREENLEAF ON EVIDENCE, § 284, Vol. 1; *Barnett* v. *Abbot,* 53 Ves. 120; *Cort* v. *Churchill Co.,* 61 Ia. 296. Although the words used in the instrument are, "witness my hand and seal," this is not sufficient to make a deed. The actual seal must be affixed. Cases in support of this rule are: *Pratt* v. *Clemens,* 4 W. Va. 443; *Deming* v. *Bullit* (Ind.) 1 Blackf. 241; *McPherson* v. *Reese,* 58 Miss. 749; *Patterson* v. *Gallagher,* 122 N. C. 511; *Vance* v. *Funk,* 3 Ill. 263. Such conveyance, although not sufficient at law to pass the legal title, and on which an action of ejectment might be sustained, could be enforced in equity where it could be shown that it was the intention of the parties to affix the seal, but it was omitted from mere oversight. *McCauley* v. *The Board of Supervisors,* 58 Miss. 483; *Wadsworth* v. *Wendell,* 5 Johns. Ch. 224; *Rutland* v. *Page,* 24 Vt. 181. In those states where the seal is not necessary to the validity of a conveyance, the courts have held that the signature of the party is sufficient, although the same may state, "witness my hand and seal," and no seal is used. *Jerome* v. *Ortman,* 66 Mich. 668; *Goodlett* v. *Hansell,* 56 Ala. 346; *Stanley* v. *Green,* 12 Cal. 148. However on the other hand, there is a conflict in the cases where a seal or scroll has been used and the words, "witness my hand and seal" do not appear. The general rule seems to be that if the deed were actually sealed this is enough without the recital. *Foundry Co.* v. *Hovey,* 21 Pick. 417; *Burton* v. *LeRoy,* 5 Sawy. 510; *Wing* v. *Chase,* 35 Me. 260. On the contrary there are decisions to the effect that an instrument that has no recital that it is sealed, is not a sealed instrument, although it has a scroll annexed and the word seal written therein. *Armstrong* v. *Pearce,* 5 Har. (Del.) 351; *Jenkins* v. *Hunt,* 2 Rand. 446.

DOWER—RIGHTS OF WIDOW PENDING ASSIGNMENT—POSSESSION OF LANDS.—Plaintiff had purchased land from D.'s wife, D. giving his written assent. The deed contained the usual covenants, and when plaintiff attempted to enter, he was met by the widow and heirs of B., who were in possession and who forbade his entrance. D.'s wife had acquired title to said land by conveyance from the administrator of B. In an action by plaintiff to recover his expenses in obtaining possession of the land, *held,* that until allotment of dower, the widow has no right to retain possession of her deceased husband's lands against the heir or those claiming under him. *Fishel* v. *Browning et al.* (1907), — N. C. —, 58 S. E. Rep. 759.

This decision is in accord with the common law as given in 2 BLA. COMM. 135. Although the different states have statutes concerning dower, the question as to the widow's rights prior to assignment is in dispute. The principal case is in accord with *Tierney* v. *Whiting,* 2 Colo. 620; *Sharpley* v. *Jones,* 5 Har. (Del.) 373; *Hoots* v. *Graham,* 23 Ill. 79; *Cavender* v. *Smith,* 8 Iowa 360; *Wyman* v. *Richardson,* 62 Me. 293; *Hilleary* v. *Hilleary,* 26 Md. 274; *Hildreth* v. *Thompson,* 16 Mass. 191; *State* v. *Thompson,* 130 N. C. 680, 41 S. E. 486; *McCully* v. *Smith,* 2 Bailey (S. C.) 103. These cases seem to